

## NAMING RIGHTS AND SPONSORSHIP AGREEMENT

THIS NAMING RIGHTS AND SPONSORSHIP AGREEMENT (this "Agreement") is effective as of November 6, 2018 (the "Effective Date") by and between AEG Management SD, LLC, on the one hand ("AEG"), and Pechanga Development Corporation d/b/a Pechanga Resort & Casino, a tribally chartered corporation ("Sponsor") on the other hand. AEG and Sponsor are collectively referred to herein as the "Parties."

### RECITALS

- A. Sponsor operates the Pechanga Resort & Casino in Temecula, CA.
- B. AEG is the operator of that certain sports and entertainment arena located at 3500 Sports Arena Blvd, San Diego, CA 92110 and currently known as the "Valley View Casino Center" ("Arena" or the "Venue").
- C. The Parties desire to enter into this Agreement whereby AEG will provide Sponsor certain naming and other sponsorship rights at the Venue on the terms and conditions set forth herein.

### CONDITIONS PRECEDENT

Notwithstanding anything else contained in this Agreement to the contrary, AEG and Sponsor acknowledge and agree that the effectiveness of this Agreement is conditioned upon the occurrence of the following conditions precedent, unless otherwise expressly waived in writing by AEG and Sponsor ("Conditions Precedent"):

A. Delivery by AEG of a certification or similar written evidence that the City of San Diego (the "City") has approved this Agreement and that AEG and Sponsor are authorized by the City and under Applicable Law to enter into this Agreement and that the Venue's current naming rights agreement has been terminated ("Condition Precedent A").

B. The mutual delivery of such additional agreements as may be required or necessary and previously agreed between the Parties ("Condition Precedent B").

Once Condition Precedent A has been satisfied, AEG shall provide Sponsor with prompt written notice of the satisfaction of Condition Precedent A. In the event that the Conditions Precedent are not satisfied by January 31, 2019, either Party shall have the right to terminate this Agreement by written notice to the other Party; provided however, that if at any time, AEG determines, in its sole discretion, that satisfaction of Condition Precedent A cannot reasonably occur, then AEG shall have the right to terminate this Agreement by written notice to Sponsor. The Parties acknowledge and agree that neither Party shall have any liability whatsoever to the other Party relating to or arising from the inability or failure to cause Condition Precedent A to be satisfied.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties do hereby agree as follows:

#### 1. DEFINITIONS.

(a) “AEG Designated Account” means such account designated by AEG, from time to time, in writing to Sponsor (including wiring instructions) for payment of the Fees and any other amounts due hereunder.

(b) “AEG” shall have the meaning set forth in the Preamble.

(c) “AEG Indemnitees” means, collectively, AEG, Anschutz Entertainment Group, Inc., the City, each of their respective Affiliates, and each of their respective officers, directors, members, managers, principals, employees and agents and Tenants.

(d) “AEG Internal Fee Allocation” has the meaning set forth in Section 6.

(e) “Affiliate” of a Person means another Person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such Person. As used in this definition, “control” (including with its correlative meanings, “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to cause the direction of management policies of a Person, whether through the ownership of equity or partnership or other ownership interests, by contract or otherwise.

(f) “Agreement” has the meaning set forth in the Preamble.

(g) “AHL” means the American Hockey League professional hockey league and its successors and assigns.

(h) “Applicable Law” means (i) statutes, laws, rules, regulations, ordinances, codes, by-laws, treaties, decrees, directives, guidelines, policies or other legal requirements of any Governmental Authority or quasi-Governmental Authority, and (ii) judgments, injunctions, orders or other similar requirements of any court, administrative agency or other legal adjudicatory authority, in effect at the time in question and in each case to the extent the same applies to one or all of the Parties and/or this Agreement.

(i) “Arena” has the meaning set forth in Recital B.

(j) “Arena Domain Name” has the meaning set forth in Section 8(h).

(k) “Arena Mark” means the word mark and/or logos (including capitalization scheme, a lettering / print scheme and all respective color schemes) to be mutually agreed upon in writing by Sponsor and AEG (and to be owned and registered by Sponsor, provided that such Arena Mark does not include any intellectual property owned by AEG).

(l) “Arena Name” has the meaning set forth in Section 2(a).

(m) “Arena Website” has the meaning set forth in Section 8(a).

(n) “Assign” or “Assignment” has the meaning set forth in Section 14(f)(i).

(o) “City” has the meaning set forth in the Condition Precedent.

(p) “Commencement Date” means (A) subject to Sponsor’s receipt of written notice from AEG that the Condition Precedent has been satisfied, December 15, 2018 or (B) such date (after the date

on which Sponsor receives written notice from AEG that the Conditions Precedent have been satisfied) as mutually in writing by the Parties.

(q) “Competitor” means any Person that, at any point during the Term, is primarily engaged in the business of operating within any the Exclusive Category.

(r) “Compliance Group” has the meaning set forth in Section 13(d)(i).

(s) “Condition Precedent A” has the meaning set forth in the Conditions Precedent.

(t) “Condition Precedent B” has the meaning set forth in the Conditions Precedent.

(u) “Conditions Precedent” has the meaning set forth in the Conditions Precedent.

(v) “Contract Year” means with respect to each twelve (12) month period of the Term, December 1 of the applicable calendar year, through and including November 30 of the following calendar year, except that (i) the first Contract Year shall be deemed to commence on the Commencement Date and continue through and including November 30 of the following calendar year, and (ii) the last Contract Year shall end on the expiration or earlier termination of the Term in accordance with this Agreement.

(w) “Effective Date” has the meaning set forth in the Preamble.

(x) “Entity” means a partnership, corporation, limited partnership, limited liability company, estate, joint venture, association, governmental entity, Governmental Authority, trust, unincorporated organization or any legal entity of any kind, including any successor, by merger or otherwise, of any of the foregoing.

(y) “Exclusive Category” means the “Casino Gaming” category.

(z) “Extraordinary Event” means any Olympic Games, NCAA Basketball Tournament, Super Bowl, national political convention, professional sports league all-star games (e.g. NLL, AHL, MASL, NBA, NHL, NFL or WNBA All-Star Game, Pro Bowl or similar event), major league draft, award shows and such other limited duration events that have a heightened national or international recognition and prominence and that typically require and receive restrictions similar from all arenas hosting such Extraordinary Event.

(aa) “Fee” has the meaning set forth in Section 4(a).

(bb) “Finance Counterparty” has the meaning set forth in Section 14(f)(iii).

(cc) “Financing” has the meaning set forth in Section 14(f)(iii).

(dd) “Force Majeure Event” means any cause beyond the reasonable control of the party affected, and which could not have been avoided by due diligence and use of reasonable efforts, including without limitation the enactment, imposition, or modification of any Applicable Law that occurs after the Commencement Date and that prohibits or materially impedes the performance of the obligations of the Parties under this Agreement, drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorist act, riot, civil disturbance, sabotage, explosions, strikes, lock-outs or labor disputes but excluding strikes, lock-outs or labor disputes involving any Sports League (each, a “Sports Property Labor Dispute”), the existence of hazardous waste, condemnation or eminent domain proceedings, unforeseen subsurface

conditions, orders or judgments of any Governmental Authority, national or international sports council or governing body, any Sports League or other professional league or collegiate athletic conference or association, the absence, suspension, termination, interruption, denial or failure of renewal of any entitlements, applicable permits or any changes in law or any changes in any League Rules.

(ee) “Governmental Authority” means those federal, state and local governmental, quasi-governmental authorities, agencies, courts, departments, boards and officials, as constituted from time to time, now or hereinafter in effect having jurisdiction over AEG, the Venue, Sponsor, or this Agreement (including without limitation the City).

(ff) “JAMS” has the meaning set forth in Section 14(l)(ii).

(gg) “League Rules” means the rules and regulations of a national or international sports council or governing body, any Sports League or other professional league, the NCAA or collegiate athletic conference or association, FIFA, U.S. Olympic Committee, International Olympic Committee and all other similar sanctioning bodies and governing authorities.

(hh) “Licensed AEG Trademarks” has the meaning set forth in Section 8(a).

(ii) “Licensed Uses” has the meaning set forth in Section 8(b).

(jj) “MASL” means the Major Arena Soccer League indoor soccer league and its successors and assigns.

(kk) “Name Change Fee” has the meaning set forth in Section 2(a).

(ll) “Naming Rights” means the right to name, or be included in the name of the Venue, together with associated naming sponsorship rights, including but not limited to signage located on the inside or the immediate exterior of the Venue.

(mm) “NBA” means the National Basketball Association professional basketball league and its successors and assigns.

(nn) “NFL” means the National Football League professional football league and its successors and assigns.

(oo) “NHL” means the National Hockey League professional hockey league and its successors and assigns.

(pp) “NLL” has the meaning set forth in Recital A.

(qq) “MLS” means Major League Soccer professional soccer league and its successors and assigns.

(rr) “Operating Sublease” means that certain Operating Sublease dated August 6, 1971 by and between AEG’s predecessor in interest and the City, as amended and modified from time to time in accordance with its terms.

(ss) “Party” or “Parties” has the meaning set forth in the Preamble.

(tt) “Person” means an individual or Entity.

(uu) “Renewed Sublease” has the meaning set forth in Section 3.

(vv) “Sponsor” has the meaning set forth in the Preamble.

(ww) “Sponsor Indemnitees” means, collectively, Sponsor, its Affiliates and each of their respective officers, directors, members, managers, principals, employees and agents.

(xx) “Sponsor Marks” means the marks/logos of Sponsor as set forth in Exhibit B attached hereto.

(yy) “Sponsorship Benefits” has the meaning set forth in Section 2(c).

(zz) “Sports League” means the AHL, MASL, NBA, NFL, NHL, NLL, MLS or WBNA.

(aaa) “Sports Property Labor Dispute” has the meaning set forth in Section 1(aa).

(bbb) “Temporary Event Advertising” means temporary, event-related advertising and promotional signage rights within the Arena bowl and “field of play” (and with respect to non-sports events at the Arena, in or around the stage or other performance area – e.g. stage and LED boards located on or in close proximity to the stage) or the fascia board rings (e.g. courtside scorer’s table, basket stanchions, chair backs, ice resurfacing machines, dashboards, scoreboard identification and messages, fascia board ring messages and advertising, public address system announcements, game or event programming, advertising in or around the “field of play” and event-related promotions within such “field of play”) and which are displayed in such areas no longer than the duration between the event load-in and event load out). Temporary Event Advertising shall not include Tenant In-Arena Advertising.

(ccc) “Tenant” means any professional sports team or franchise in addition to or as a replacement for any of the foregoing that agrees to play all or substantially all of its home games at the Arena either currently or in the future (collectively, the “Tenants”). Current Tenants include the San Diego Seals NLL team, the San Diego Gulls AHL team and the San Diego Sockers MASL team.

(ddd) “Tenant In-Arena Advertising” means, collectively, Temporary Event Advertising and advertising or promotional rights sold or displayed by a Tenant inside the Arena, including temporary rollup advertising, advertising on video boards, message boards or marquees inside the Arena, advertising on the main playing floor/surface of the Arena, advertising on uniforms of Tenant personnel, blimp advertising, and any promotions conducted by Tenant in the Arena by or on behalf of any sponsors of a Tenant.

(eee) “Term” has the meaning set forth in Section 3.

(fff) “Venue” has the meaning set forth in Recital B.

(ggg) “WNBA” means the Women’s National Basketball Association women’s professional basketball league and its successors and assigns.

## 2. GRANT OF NAMING AND ADVERTISING RIGHTS.

(a) Arena Name. Commencing on the Commencement Date and continuing throughout the Term, the Arena will be named “Pechanga Arena San Diego” or such other name or variations to which the Parties mutually agree in writing in each of their sole discretion (the “Arena Name”).

(b) Arena Name Change. Sponsor shall be entitled to change the name of the Arena once during the Term following a merger, corporate restructuring, reorganization, or consolidation that results in the successor having a different corporate name than Sponsor only if (i) AEG and the City each approves of such “Arena Name” (which approval shall not be unreasonably withheld, conditioned or delayed, provided that (A) the City may withhold its approval in its sole discretion and (B) it shall not be unreasonable for AEG to withhold its approval if the proposed Arena Name (1) would not be associated with Sponsor’s business or would not be associated with products or services within the Exclusive Category as of the date of this Agreement; (2) would violate any sponsorship or similar marketing agreement then existing between AEG and any third party sponsor or otherwise cause AEG to default on any third-party agreement; (3) would violate any Applicable Law or League Rule; (4) is offensive, discriminatory against a protected class, offensive to the sensibilities of the community at large, or associates the Arena with any Person, product, or service that is detrimental to the reputation of AEG; (5) would reasonably cause embarrassment to AEG (such as names containing slang, barbarisms, or profanity); (6) is related to any business or enterprise that might reasonably be deemed to be immoral; (7) relates or refers to any sexually oriented subject matter, business, or enterprise; (8) contains any overt or publicly offensive political reference; (9) is unduly long, large or awkward and is otherwise inconsistent with names that are appropriate for a similarly situated arena or venue, in each case as determined reasonably by AEG in its reasonable discretion; and (10) is on or after the date which is two (2) years prior to the expiration of the then applicable Term, in each case as determined by AEG, in its reasonable discretion; (ii) to the extent required, the applicable local Governmental Authority approves the new Arena Name; (iii) Sponsor obtains any and all consents required under Section 14(f), to the extent such name change is part of any assignment, transfer, sale or hypothecation addressed therein; and (iv) Sponsor pays all of AEG’s out-of-pocket costs associated with effectuating the name change, including, but not limited to, the costs of (A) changing Arena signs (electronic or otherwise), (B) changing highway or street directional signs, (C) changing stationery, napkins, cups, and collateral materials, (D) reprogramming the marquees and scoreboards, (E) changing uniforms, website, tickets, accreditation, car park passes, and any materials or systems used by the Arena in carrying out Arena business, (F) any approval formalities required by applicable local Governmental Authority, if any, and (G) all other costs in connection with such name change. Notwithstanding the preceding sentence, in the event that Sponsor changes the Arena Name more than once during the Term, Sponsor agrees to pay AEG, in addition to the payments otherwise due under Section 4, an additional fee in the amount of twenty-five percent (25%) of the then-applicable annual Fee (including any increased Fees payable during the Extension Term) (“Name Change Fee”) for each change of the Arena Name after the first change of the Arena Name during the Term. The Name Change Fee shall be due within thirty (30) days following the name change implementation at the Arena. Sponsor’s payment of any Name Change Fee shall not abrogate Sponsor’s obligation to obtain any approval from AEG under Section 14(f) to the extent applicable. If Sponsor desires to change the name of the Arena, Sponsor shall provide AEG with at least one-hundred eighty (180) days’ prior written notice to AEG of the desired name change (the “Name Change Notice”) and, if AEG believes that such proposed name falls within any of the categories described in Section 2(b)(i), it shall have thirty (30) days from the receipt of the Name Change Notice to object by delivering to Sponsor a written objection (the “Objection Notice”) to any proposed name, on the basis of Section 2(b)(i)). If AEG delivers an Objection Notice to Sponsor within such thirty (30) day period, Sponsor shall not be permitted to change the name of the Arena to the name identified in the Name Change Notice.

(c) Arena Naming Rights and Benefits. Subject to the terms and conditions of this Agreement, beginning on the Commencement Date (or such earlier date if and as specified in Exhibit A for certain Sponsorship Benefits) and during each Contract Year of the Term thereafter, Sponsor shall receive, and AEG shall provide the signage rights and all other rights, benefits and elements described on Exhibit A and otherwise in this Agreement (collectively, the “Sponsorship Benefits”) in the Exclusive Category. The Sponsorship Benefits do not extend to, or prevent AEG from granting to any other Person, the right to name localized areas that are part of or within the Arena (e.g. premium seating areas, concourses, parking areas and entrances).

(d) Signage Rights and Promotional Rights. With respect to use of any signage at the Arena granted as part of the Sponsorship Benefits or elsewhere pursuant to this Agreement, such use shall be a license, subject to the terms and conditions of this Agreement. Except as specifically set forth in this Agreement or as may otherwise be mutually agreed between Sponsor and AEG, in no event shall Sponsor or any of its Affiliates have any other signage or promotional rights with respect to the Arena. Further, Sponsor shall not “pass-through” its rights, benefits, or privileges under this Agreement to any Person for promotional tie-ins, cross-promotions, or otherwise in any manner that suggests such Person sponsors or is affiliate with, or that such Person or its products or services are endorsed by AEG.

(e) Make-Goods. The size, design and placement of exterior and interior signage elements (such as building, roadway, freeway, directional and other signage) remain subject to Applicable Law regarding signage and design as well as additional necessary approvals from the applicable Governmental Authority. Further, if during the Term AEG is prohibited by Applicable Law, or otherwise prevented by reasons beyond AEG’s reasonable control, including by a Sports Property Labor Dispute, from providing any of the Sponsorship Benefits in accordance with the specifications set forth in this Agreement (including Exhibit A), Sponsor shall be entitled to the following rights: (i) AEG shall provide substitute advertising, promotional materials or other items of equal or greater value and comparable visual impact (e.g. comparable impressions, distribution, platform reach and/or participation opportunity, as applicable), if available and reasonably acceptable to Sponsor; (ii) AEG and Sponsor will negotiate in good faith promptly to determine the elements of such substitute advertising, promotional materials or other items; and (iii) if the Parties are unable to agree upon such substitute advertising, marketing materials and other items, they shall submit the matter for resolution under the provisions of Section 14(l) in order to determine the appropriate elements to be substituted.

(f) Exclusivity. All of the Sponsorship Benefits shall be exclusive to Sponsor in the Exclusive Category. In furtherance of the foregoing, and without limiting the foregoing in any way:

(i) Arena. Subject to the other provisions of this Section 2(f) and Section 2(g), with respect to the Sponsorship Benefits granted to Sponsor at the Arena, Sponsor shall have exclusivity in the Exclusive Category for, and no Competitor shall be granted (or authorized) any rights with respect to products or services in the Exclusive Category as it relates to: (A) any or all exterior signage on or around the immediate exterior of the Arena and other sponsorship rights granted or controlled solely by AEG at the Arena (including, without limitation, permanent signage on or around the immediate exterior of the Arena, electronic video messages or other programming on outdoor video monitors, video boards and LED signs controlled solely by AEG at the Arena), (B) any or all interior, in-arena signage, or other sponsorship rights granted or controlled solely by AEG, in its sole discretion, within the Arena, and (C) the Arena’s website(s). In connection therewith Sponsor acknowledges that the Sponsorship Benefits granted to Sponsor in this Agreement relate only to Sponsor’s products or services in the Exclusive Category and Sponsor shall have no rights to Sponsorship Benefits outside of the Exclusive Category.

(ii) Category Exclusions. Notwithstanding anything to the contrary set forth in this Agreement, the Parties acknowledge that the Exclusive Category is intended to specifically exclude: (A) any and all “hotel” establishments that provide lodging, hotel services, sleeping room rentals, hotel management services, conference hosting and resort functions, together with other services, for travelers and other paying guests, (B) riverboat casinos, (C) racetracks and off-track betting facilities, (D) online and/or on-location daily fantasy sports (e.g. DraftKings, FanDuel) and other similar non-casino sports gaming enterprises or activities, (E) any state, municipal and provincial lotteries, (F) any “cruise ship” type service providing travel for leisure purposes, involving an all-inclusive vacation on a large-scale commercial cruise ship of at least forty-eight (48) hours, according to a specific itinerary in which the cruise ship calls at several ports or cities, and (G) any travel agencies and travel booking services, including without limitation, websites (e.g. Hotels.com). Nothing herein shall prevent or otherwise limit AEG from granting signage, sponsorship or other promotional rights with respect to the Arena to third parties including permitting AEG to grant the right to additional Persons to sponsor and/or name one or more localized areas at and within the Arena.

(iii) Prominence. The Sponsorship Benefits provided to Sponsor under this Agreement will result in Sponsor having the most prominent promotions and advertising in the Arena during Arena events when compared with any other sponsor or advertiser, taking into account size, location, distinctiveness, and proximity to other sponsor inventory, with such prominence being viewed in the aggregate as opposed to on a Sponsorship Benefit by Sponsorship Benefit basis.

(iv) Designations. Sponsor shall be designated as the “Official” and/or “Proud” (at Sponsor’s election, on a case-by-case basis) “Exclusive Naming Rights Partner”, and/or “Exclusive Naming Rights Sponsor” of the Arena, or such other designations as are mutually agreed between the Parties.

(v) Other. AEG will not (A) display (or cause or authorize the display of) any advertisements or other signage in any publication solely controlled by AEG promoting products or services in the Exclusive Category, other than those of Sponsor; (B) engage in sponsorship activities promoting products or services in the Exclusive Category, other than those of Sponsor; or (C) grant to any other Person the right to use any of the Licensed AEG Trademarks or intellectual property in connection with the Exclusive Category.

(g) Limitations on and Exceptions to Exclusivity.

(i) The exclusivity relating to AEG and as set forth in Section 2(f) is intended to apply only to signage and sponsorship rights granted by AEG with respect to the Arena and not to temporary event or game advertising rights granted separately by teams, leagues or promoters of other events at the Arena, including current or future Tenants (including the San Diego Gulls, the San Diego Seals and San Diego Sockers). More specifically, the exclusivity set forth in Section 2(f) does not apply to, and in no event shall AEG be restricted from permitting, the following: (A) Temporary Event Advertising; (B) Tenant In-Arena Advertising, (C) broadcasting rights granted separately (1) by a Sports League in connection with their league-mandated national broadcast arrangements, (2) by the Tenants (in each case, subject to the terms of this Agreement) or any other professional sports teams that are not then-owned by AEG or Affiliate thereof playing their home games at the Arena, or (3) by the promoters of other events at the Arena; (D) temporary hospitality and promotional activities inside the Arena conducted in private hospitality areas, (E) private events and certain other events held at the Arena, such as trade shows, conventions, charitable events, and religious events where tickets and access to such events are not generally available to the public, (F) concerts, family shows, circuses, and other similar events, (G) Arena events that are title-sponsored by a third party, and (H) any charitable or non-profit



programs or initiatives. Further, for clarity, the exclusivity granted hereunder shall not prevent AEG from taking on additional Tenants at the Arena.

(ii) Sponsor acknowledges and agrees that (A) the rights granted to Sponsor hereunder shall not preclude AEG from hosting bona-fide events (including special events) at the Arena for which Competitors have contracted with the promoter or performer of such event for sponsorship or promotional rights, and (B) if and to the extent required by the promoter or performer of such event, AEG may promote such events in a manner consistent with AEG's promotion of other events in general (e.g. temporary banners inside the Arena and electronic/video messages on interior monitors and boards) provided no exterior signage or messaging shall be permitted.

(iii) The exclusivity set forth in Section 2(f) above shall not apply to advertising rights granted separately by a Sports League or other professional leagues or collegiate athletic conferences in connection with their respective league or conference mandated print media or telecasts and broadcast arrangements (whether by radio, television, Internet, or any other medium, live or recorded, whether now existing or developed after the Commencement Date) (or any other league or conference mandated advertising) and, that as a result, such print media and telecast and broadcasts may include advertising or promotion of the products or services of third parties including Competitors within the Exclusive Category.

(iv) Sponsor acknowledges and agrees that in the event that the Arena is selected as a venue for an Extraordinary Event, the exclusivity set forth in Section 2(f) above shall not apply and, in addition, AEG may be restricted in its ability to deliver some of the Sponsorship Benefits (i.e., tickets or television visible signage) described in Exhibit A during such Extraordinary Event, including without limitation, a requirement to temporarily cover, obscure or remove some or all of the Arena's signage during such Extraordinary Event or a requirement to prohibit signage or advertising for any Person other than sponsors of such Extraordinary Events, including Sponsor. Additionally, in the case of an Extraordinary Event, Competitors may have contracted with the promoter or performer of such Extraordinary Event for sponsorship or promotional rights including signage and other benefits. AEG shall make good faith efforts to avoid such restrictions in all instances, but AEG shall not be in breach or default of this Agreement if AEG is required to agree to such restrictions in order to secure a commitment to host such Extraordinary Event. Furthermore, Sponsor acknowledges and agrees that it may not be entitled to certain Sponsorship Benefits in or around the Arena for a reasonable time before, during and after an Extraordinary Event, and that no make-goods or other remedies shall be granted to or available to Sponsor in connection therewith.

(v) Notwithstanding anything to the contrary set forth above or elsewhere in this Agreement, the Parties acknowledge and agree as between AEG, on the one hand, and Sponsor, on the other hand, all costs of any such additional signage, covering of signage, etc. shall be borne exclusively by AEG.

(vi) Except for the rights, benefits, and privileges expressly granted to Sponsor under this Agreement and the restrictions expressly imposed on AEG under this Agreement, all other rights, benefits, and privileges relating to the Arena and AEG are expressly reserved by AEG. With the exception of selling to Sponsor's Competitors within the Exclusive Category, any rights, benefits, and privileges not expressly granted exclusively to Sponsor under this Agreement may be sold or licensed to other Persons, provided that such sale or license does not conflict with Sponsor's rights under this Agreement. The Parties acknowledge that while the sole name of the Arena is the Arena Name, not all areas within the Arena will necessarily be referred to or associated with the Arena Name or Arena Mark,

and AEG may permit additional Persons to sponsor and/or name one or more localized areas within the Arena.

3. TERM; AUTOMATIC EXTENSION. The term of this Agreement (the “Term”) will commence on the Commencement Date and will continue until May 31, 2020, unless sooner terminated on the terms and conditions set forth herein. Notwithstanding the foregoing, the Parties acknowledge that (i) the term of the Operating Sublease shall end on May 31, 2020, and (ii) if AEG obtains an extension of the Operating Sublease (a “Renewed Sublease”), the Term shall be automatically extended until the earlier of (A) May 30, 2023 or (B) the expiration of the Renewed Sublease, in either case unless sooner terminated on the terms and conditions set forth herein.

4. FEE.

(a) In consideration for the Sponsorship Benefits provided by AEG, Sponsor will pay to the AEG Designated Account an annual naming rights fee each of the five (5) Contract Years during the Term in the amount of Four-Hundred Thousand U.S. Dollars (\$400,000) (collectively, the “Fee”) provided, that if the first Contract Year is for more or less than twelve (12) months, the Fee shall be proportionately decreased or increased to reflect such lesser or greater number of months (e.g. if the first Contract Year is six (6) months, the Fee is \$200,000 and if the first Contract Year is 18 months, the Fee is \$600,000).

(b) Payment Schedule. Payment of the Fee for each Contract Year will be made in two (2) equal installments on or before December 31<sup>st</sup> and June 30<sup>th</sup> of each Contract Year; provided that the first payment for the first Contract Year shall be due within thirty (30) days of the Commencement Date.

(c) Net of Taxes. The foregoing Fee and any other amounts payable to AEG under this Agreement shall be net and clear of, and without deduction or withholding for, any commissions owing to advertising agencies or other third parties, or any taxes, levies or duties of any nature. AEG shall have no responsibility for payment of any such commissions and Sponsor shall be solely responsible for and pay any and all such taxes and similar charges.

(d) Interest on Late Payments. If any installment of the Fee is not received on or before the applicable payment due date, AEG may elect to charge Sponsor a late fee of one and one-half percent (1.5%) per month or, if lower, the maximum allowed by Applicable Law, from the applicable payment due date until such installment is paid in full. Sponsor acknowledges and agrees that any such election does not waive any other remedy available to AEG under this Agreement or otherwise at law or in equity.

5. REPRESENTATIONS AND WARRANTIES.

(a) Representations and Warranties of AEG. AEG hereby represents and warrants, as of the Effective Date, that:

(i) AEG is a limited liability company, duly formed, validly existing and in good standing under the laws of the state of Delaware, with full power and authority to conduct its business as presently conducted, to execute, deliver and perform its obligations under this Agreement.

(ii) AEG has taken all necessary action to authorize their execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation of AEG, enforceable against AEG in accordance with its terms.

(iii) The execution, delivery and performance of this Agreement by AEG does not and will not conflict with, or constitute a violation or a breach of, or constitute a default under, or result in the creation or imposition of any lien upon the property of AEG by reason of the terms of (A) charter documents of AEG, (B) any Applicable Law binding upon or applicable to AEG or (C) any agreements to which AEG is a party.

(iv) To the knowledge of AEG (after due inquiry), none of the rights granted to Sponsor under this Agreement violate the rules and/or requirements imposed by any applicable Governmental Authority (and no approvals are required in connection therewith other than those required to be obtained pursuant, or otherwise subject, to Applicable Law).

(v) AEG is the sole owner, or authorized licensee, of the Licensed AEG Trademarks, AEG has, and, subject to the terms and conditions herein (including Section 14(f)), will continue to have throughout the Term, the right to license to Sponsor the Licensed AEG Trademarks and any associated intellectual property as contemplated by this Agreement, and, to AEG's knowledge as of the Effective Date, no use of a Licensed AEG Trademarks as licensed under this Agreement infringes upon the intellectual property rights of any third party.

(b) Representations and Warranties of Sponsor. Sponsor hereby represents and warrants, as of the Effective Date, that:

(i) Sponsor is a corporation, duly formed, validly existing and in good standing under the laws of the Pechanga Band, with full power and authority to conduct its business as presently conducted, to execute, deliver and perform its obligations under this Agreement.

(ii) Sponsor has taken all necessary action to authorize its execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation of Sponsor, enforceable against Sponsor in accordance with its terms.

(iii) The execution, delivery and performance of this Agreement by Sponsor does not and will not conflict with, or constitute a violation or a breach of, or constitute a default or require consent under, or result in the creation or imposition of any lien upon the property of Sponsor by reason of the terms of (A) charter documents of Sponsor, (B) any Applicable Law binding upon or applicable to Sponsor or (C) any material agreements to which Sponsor is a party.

(iv) Sponsor is the sole owner of the Sponsor Marks, Sponsor has, and will continue to have throughout the Term, the right to license to AEG the Sponsor Marks and any associated intellectual property as contemplated by this Agreement, and to Sponsor's knowledge as of the Effective Date, no use of a Sponsor Mark as licensed under this Agreement infringes upon the intellectual property rights of any third party.

(v) To the knowledge of Sponsor (after due inquiry), none of the rights granted to AEG under this Agreement violate the rules and/or requirements imposed by any applicable Governmental Authority (and no approvals are required in connection therewith other than those required to be obtained pursuant, or otherwise subject, to Applicable Law).

6. ALLOCATION OF FEES. Sponsor acknowledges that from time to time in order to comply with various requirements of a Finance Counterparty or otherwise, the AEG Entities may be required to allocate among one or more of AEG's Affiliates, sums to be paid to the AEG Entities under this Agreement (an "AEG Internal Fee Allocation"), provided that the AEG Internal Fee Allocation will in no way modify the Fee set forth in Section 4.

7. USE OF NAMES.

(a) When referring to the Venue publicly (e.g. in advertisements, press releases or other similar materials), Sponsor shall refer to the Venue by the Arena Name, and, where appropriate, shall utilize the approved form of Licensed AEG Trademarks. All use of the Licensed AEG Trademarks shall be subject to AEG's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).

8. TRADEMARKS.

(a) AEG hereby grants Sponsor and Sponsor accepts a non-exclusive license during the Term to use the name and logo of AEG or its Affiliates as set forth on Exhibit A-1 (collectively, the "Licensed AEG Trademarks") solely for (i) the promotion and marketing of (A) Sponsor's operations in the Exclusive Category; and (B) Sponsor's sponsorship of the Venue; and (ii) Sponsor's obligations under this Agreement. Any use of such Licensed AEG Trademarks by Sponsor (a) shall be subject to the prior written approval of AEG, which approval shall not be unreasonably withheld, conditioned or delayed, (b) must use AEG's established logo-type, trademark or service mark, (c) comply with any written brand guidelines regarding use of the Licensed AEG Trademarks provided by AEG from time-to-time, and (d) be consistent with the high standards of quality established by AEG for products sold and services provided under the Licensed AEG Trademarks. AEG shall have the right to reasonably inspect each use of the Licensed AEG Trademarks, and Sponsor shall timely comply with any reasonable request by AEG regarding proper use of such marks. Sponsor shall not use any Licensed AEG Trademark in a way that invalidates, disparages, or dilutes such mark or disparages AEG. The rights granted pursuant to this Section 8(a) may not be licensed, transferred or assigned by Sponsor, except in conjunction with an assignment of this Agreement to an AEG-approved assignee under Section 14(f). All use of a Licensed AEG Trademark shall inure to the sole benefit of AEG. Other than the license granted hereunder, Sponsor shall not obtain any independent rights to the Licensed AEG Trademarks and shall not register or try to register any trademark, copyright, Internet domain name, or social media account that, according to AEG's reasonable judgment, is confusingly similar to the Licensed AEG Trademarks or contains the Licensed AEG Trademarks or copyrights as an element. For the avoidance of doubt, the license granted hereunder is limited to the Licensed AEG Trademarks; use of any other entity's, team's, player's or coach's intellectual property (e.g., a professional sports team's intellectual property or a player's publicity rights) is not covered by this license and shall be subject to the advance written consent of the applicable owner.

(h) Sponsor hereby grants AEG and AEG accepts a non-transferable (except as provided in this Agreement), non-exclusive (except with respect to the Arena Mark, which license shall be exclusive to AEG) right and royalty-free license to use, and the right to exclusively sublicense others as permitted by this Agreement to use, the Sponsor Marks (and the Sponsor Marks to the extent used therein) during the Term in any and all media, whether now known or hereafter invented, throughout the universe, solely in connection with or incidental to the operation, marketing, and promotion of the Venue and events occurring at the Venue, to apply the Sponsor Marks to materials, including merchandise, used in connection with the operation, marketing, and promotion of the Venue and events occurring at the Venue and other uses contemplated by this Agreement (collectively, the "Licensed Uses"). Once the Arena Mark has been agreed upon in writing by the Parties, at its own costs and expense, Sponsor shall (i) clear and file for the Arena Mark in Sponsor's name covering the applicable goods and services encompassed in the Licensed Uses prior to the Commencement Date, (ii) file for the Arena Mark in the applicable goods and services encompassed in the Licensed Uses upon the public announcement of this Agreement, and (iii) pursue any material infringements of the Arena Mark. Sponsor agrees to protect, defend, indemnify and hold harmless the AEG Indemnitees (as defined herein) from and against any and all third party claims, demands, losses or expenses, of any nature whatsoever, including reasonable attorneys' fees

and reasonable, related costs, to the extent arising directly or indirectly from or out of any allegations of infringement of any third party intellectual property rights relating to the use of the Sponsor Marks and/or Arena Mark in accordance with the terms of this Agreement. Should Sponsor's failure to properly clear and file the Arena Mark pursuant to this Agreement result in any necessary changes to the Arena Name or any signage and collateral associated with the Arena, such changes shall be subject to the terms of Section 2(b) including, for clarity, the requirements therein governing any such change. Nothing in this Agreement shall be interpreted as granting AEG the right to use the Sponsor Marks for any purpose other than the Licensed Uses. AEG shall have the right to allow its Affiliates and third parties to use the Sponsor Marks in connection with a Licensed Use; provided, however, that AEG shall use commercially reasonable efforts to cause any use of the Sponsor Marks by third parties to be in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed or interpreted to restrict Sponsor's rights to the Sponsor Marks in any manner.

(c) AEG shall not be required to obtain the written approval of Sponsor prior to each use of the Sponsor Marks on any products, materials or premiums designed, manufactured, marketed or sold under this Agreement or in connection with advertising, marketing, or promotional materials at the Venue, provided such use: (i) is a Licensed Use; and (ii) satisfies the criteria set forth in Section 8(d) below. Sponsor may provide AEG with functional specifications in order to facilitate the design of such products, materials and premiums. If Sponsor has provided to AEG, and AEG has reasonably approved, the detailed design for a certain item of product, material or premium, such item must always be compliant with such design. Sponsor shall remain the sole owner of such detailed design provided by Sponsor and any license to use such design shall be limited to the scope of this Agreement.

(d) Sponsor shall have the right to monitor and observe all uses of the Sponsor Marks for the purpose of protecting and maintaining the reputation and goodwill of the Sponsor Marks and the standards of quality established by Sponsor for products sold and services provided under the Sponsor Marks. The use of the Sponsor Marks by AEG shall be deemed to satisfy Sponsor's standards of quality if the following criteria are satisfied: (i) the use of the Sponsor Marks is in connection with a Licensed Use; (ii) the appearance (e.g. form, color, type, style, orientation, etc.) of the Sponsor Marks is in accordance with the standards of usage set forth in the mutually approved style guide, (iii) the use of the Sponsor Marks is consistent with the terms and conditions of this Agreement; (iv) the use of the Sponsor Marks shall not feature or incorporate any obscene or defamatory subject matter; and (v) the Sponsor Marks are being used, and the Arena are being operated and maintained, in a manner consistent with the standards generally established at other similar facilities.

(e) Compliance with Sponsor Guidelines. AEG's use of the Sponsor Marks shall be in compliance with Sponsor's brand guidelines attached hereto as Exhibit C. Sponsor's standards and procedures as set forth on Exhibit C for branding, advertising, marketing, or promotion, as applicable, shall apply in all respects to the use of any Sponsor Marks. AEG shall not obtain any independent rights to the Sponsor Marks and shall not register or try to register any trademark, copyright, or Internet domain name or social media account that, according to Sponsor's reasonable judgment, is confusingly similar to the Sponsor Marks or contains the Sponsor Marks as an element.

(f) Termination or Expiration of Agreement. Upon the expiration or termination of this Agreement, AEG agrees to cease any and all use of the Sponsor Marks as soon as reasonably practicable except that AEG shall be given a reasonable opportunity (but in no event longer than nine (9) months from the expiration or termination of this Agreement) to remove signage featuring the Sponsor Marks therein at AEG's sole cost; provided, however, such costs shall be borne solely by Sponsor in the event that this Agreement is terminated by reason of Sponsor's breach. Upon the expiration or termination of this Agreement, Sponsor agrees to cease any and all use of the Licensed AEG Trademarks, any of AEG's

trademarks or intellectual property, and shall provide written certifications to AEG of such cessation in use and shall no longer refer to the Arena by the Arena Name. Notwithstanding the foregoing, subject to the terms and conditions of this Agreement, (i) Sponsor hereby grants to AEG a perpetual, non-exclusive, royalty-free, worldwide, license to use the Sponsor Marks for historical uses (e.g., providing historical information and commentary and for literary, photographic, video, digital, or other documentary works that discuss the Arena and its history), and (ii) AEG shall be permitted to use the Arena websites as set forth on Exhibit A. Immediately following the expiration or termination of this Agreement in accordance with the terms of this Agreement, AEG shall be free to rename the Arena.

(g) No Contests without Approval. Unless otherwise approved by AEG in writing (with such approval not to be unreasonably withheld, delayed or conditioned), Sponsor shall not run contests, sweepstakes, or promotions in connection with the Licensed AEG Trademarks or Arena Mark. If AEG grants Sponsor the right to run a contest, sweepstakes, or promotion, then Sponsor (i) shall be solely responsible for all aspects of such contest, sweepstakes, or promotion, which shall in each case be subject to AEG's prior written approval; (ii) shall be the official sponsor of such contest, sweepstakes, or promotion; (iii) shall comply with all Applicable Laws with respect to such contest, sweepstakes, or promotion (including drafting promotion rules, which shall be subject to AEG's prior written approval); and (iv) shall indemnify the AEG Indemnitees from third party claims arising from Sponsor's failure to comply with all Applicable Laws with respect to such contest, sweepstakes, or promotion.

(h) Arena Website. AEG shall register the [www.pechangaarena.com](http://www.pechangaarena.com) domain name (the "Arena Domain Name") and develop and maintain, at its sole cost and expense, the content for the website hosted on the Arena Domain Name (the "Arena Website"). Excluding the Arena Domain Name, the Arena Mark, and the Sponsor Marks incorporated in the Arena Website, as between the Parties, AEG shall own all right, title, and interest in and to the Arena Website and the content therein. Immediately upon any termination of this Agreement, the Parties will cooperate in good faith in the design and posting of a page that will re-direct visitors through hyperlinks to both a website designated by Sponsor and a website designated by AEG, and AEG will maintain the re-direct page at such Arena Domain Name URL as the Parties may agree for a period of time to be reasonably determined by the Parties not to exceed twelve (12) months (taking into account AEG's need to provide information for annually recurring events and Sponsor's need otherwise to use the associated URL).

9. FURTHER ASSURANCES. Subject to the terms and conditions of this Agreement, the Parties will use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law to consummate the transactions contemplated by this Agreement. The Parties agree to execute and deliver such other documents, certificates, legal opinions, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement. The Parties will cooperate with each other to the fullest extent in obtaining all necessary consents and in complying with all regulatory requirements.

#### 10. DAMAGE OR DESTRUCTION.

(a) If, after the Effective Date, all or a substantial portion of the Arena is damaged by fire, earthquake, flood, typhoon, or other casualty AEG shall, subject to the provisions of this Section 10, repair the damage, if such repairs can, in AEG's reasonable opinion, be completed within one-hundred and eighty (180) days after the damage; provided, however, AEG shall only be obligated to make such repairs or cause such repairs to be made to the extent that the insurance proceeds received in connection with such damage are sufficient to pay for the repair; provided, further, that if AEG's insurance proceeds are insufficient to pay for, and AEG does not otherwise pay for, the restoration of the Arena, AEG and

Sponsor shall each have the option to terminate this Agreement with respect to the damaged Arena whereupon AEG will refund to Sponsor the portion of prepaid payments made by Sponsor to AEG attributable to the Arena applicable to the period of non-use or unavailability of the Arena after the date of such damage; it being understood and agreed that Sponsor shall have no obligation to make any related future payments of the Fee or otherwise. If AEG reasonably determines that repairs can be completed within one-hundred and eighty (180) days after the damage and the insurance proceeds received in connection with such damage are sufficient to pay for the repair, this Agreement shall remain in full force and effect with a pro rata reduction in the Fee applicable to the damaged Arena for the period of time during which the Arena was not available for normal operations with full seating capacity.

(b) If, in the opinion of a reputable third party engineering firm reasonably acceptable to Sponsor, such repairs to the damaged Arena cannot be completed within one hundred and eighty (180) days after the damage, AEG may elect, upon notice to Sponsor given within ninety (90) days after the date of such fire or other casualty, to repair such damage or cause such damage to be repaired, in which event this Agreement shall continue in full force and effect; provided, however, that during the period after the date of such fire or other casualty, all payments hereunder with respect to the damaged Arena shall be abated until such time as the damaged Arena fully resumes normal operations with full seating capacity. If AEG does not elect to make such repairs or cause such repairs to be made, this Agreement shall terminate as of the date of such fire or other casualty and AEG shall refund to Sponsor the portion of the prepaid payments previously made by Sponsor to AEG applicable to the period of non-use or unavailability of the Arena after the date of such fire or other casualty during which time the damaged Arena was not available for normal operations with full seating capacity. If the repairs will take or do take more than two (2) years from the time the restoration begins, during which period of time the damaged Arena does not resume normal operations with full seating capacity, AEG and Sponsor shall each have the option to terminate this Agreement (whereupon Sponsor shall be released of future payment obligations and AEG will refund to Sponsor the portion of prepaid payments previously made by Sponsor to AEG applicable to the period of non-use or unavailability of the Arena after the date of such fire or other casualty during which period of time the Arena was not available for normal operations with full seating capacity) with such right to be exercised at any time prior to the completion of the restoration.

#### 11. FORCE MAJEURE; EMINENT DOMAIN.

(a) Effect of Force Majeure. If a Party is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to a Force Majeure event (other than damage or destruction which is governed by Section 10 or by a taking by eminent domain or condemnation, which is governed by Sections 11(b) and 11(c) or a Sports Property Labor Dispute which is governed by Section 2(e)), upon written notice to the other Party, none of the Parties shall be liable or responsible for any failure to perform their respective obligations hereunder, which failure is caused or brought about in any manner by a Force Majeure event. Upon any such Force Majeure event, the affected Party's obligations hereunder shall be suspended, provided the affected Party acts diligently to remove the condition and effect timely performance of its obligations, and the other Party, shall have no right to seek damages or terminate this Agreement.

(b) Total Condemnation of Arena. If the Arena, substantially all of the Arena or the right of AEG to occupancy or possession of the Arena shall be taken by eminent domain or condemnation by any Governmental Authority for any public or private use or purpose, the Term shall terminate upon the earlier of (i) the date when the possession of the portion of the Arena or right so taken shall be required for such use or purpose or (ii) the effective date of the taking. In such event, the Fees paid or due shall be apportioned as of the date of such taking or condemnation.

(c) Partial Condemnation of Arena. If less than all or substantially all of the Arena shall be taken or condemned by any Governmental Authority for any public or private use or purpose, and AEG determines, in its sole discretion, within a reasonable period of time after such taking or condemnation, that the remaining portion of the Arena cannot economically and feasibly be used to host events, then this Agreement may be terminated by AEG by written notice to Sponsor, and the Fees paid or due for the period during which the taking occurs shall be apportioned as of the date of such taking or condemnation.

## 12. INDEMNIFICATION.

(a) AEG hereby agrees to protect, defend, indemnify and hold harmless the Sponsor Indemnitees from and against any and all third party claims, demands, losses, liabilities or expenses, of any nature whatsoever, including reasonable attorneys' fees and reasonable, related costs, to the extent arising directly or indirectly from or out of (i) any material breach, or failure to perform, by AEG of its covenants or obligations hereunder except to the extent attributable to the gross negligence or willful misconduct of the Sponsor Indemnitees, (ii) any material inaccuracy of the representations and warranties of AEG hereunder, (iii) any allegations of infringement of any third party intellectual property rights relating to use of the Licensed AEG Trademarks in accordance with the terms of this Agreement, and (iv) any negligent acts or negligent omissions by AEG, AEG's Affiliates or their officers, directors, agents, subcontractors or employees relating to the operation of the Venue and/or the exercise or utilization by such parties of the rights granted hereunder, except to the extent attributable to the gross negligence or willful misconduct of Sponsor.

(b) Sponsor hereby agrees to protect, defend, indemnify and hold harmless the AEG Indemnitees from and against any and all third party claims, demands, losses, liabilities or expenses, of any nature whatsoever, including reasonable attorneys' fees and reasonable, related costs, to the extent arising directly or indirectly from or out of any (i) material breach, or failure to perform, by Sponsor of its covenants or obligations hereunder except to the extent attributable to the negligence or willful misconduct of the AEG Indemnitees, (ii) material inaccuracy of the representations and warranties of Sponsor hereunder, (iii) allegations of infringement of any third party intellectual property rights relating to the use of the Sponsor Marks in accordance with the terms of this Agreement, (iv) negligent acts or negligent omissions, willful misconduct or knowing violation of Applicable Law by Sponsor, its Affiliates, officers, directors, agents, subcontractors or employees relating to the exercise or utilization by Sponsor of the rights granted hereunder or the operation of Sponsor's business generally, except to the extent attributable to the gross negligence or willful misconduct of AEG; (vi) unfair competition, false advertising, products liability or other claim of any nature resulting from or related to the use, adoption, or display of any Sponsor Mark or to the advertising or promotion of Sponsor or its products or services; and (vii) any activation or use of the Sponsorship Benefits by Sponsor. In addition to the foregoing, Sponsor hereby agrees to protect, defend and indemnify the Tenants, each Sports League and each of their respective Affiliates harmless from and against any and all third party claims, demands, losses or expenses, of any nature whatsoever, including reasonable attorneys' fees and reasonably related costs, arising directly or indirectly from or out of any allegations of infringement of any third party intellectual property rights relating to use of the Sponsor Marks in accordance with the terms of this Agreement, except to the extent attributable to the gross negligence or willful misconduct of AEG.

## 13. DEFAULT/REMEDIES.

(a) A Party shall be in default hereunder if any of the following events shall occur:

(i) Such Party fails to pay to another Party when due any sum required by this Agreement to be paid to such other Party and the nonpaying Party shall fail for a period of ten (10)



business days following receipt of a written notice from the other Party specifying such default to cure such default by payment of the amount due; or

(ii) Such Party fails to perform timely any of its other material obligations hereunder and such default shall continue for a period of thirty (30) days following receipt of a written notice from another Party specifying such default. If the default specified in such notice is curable but of a nature such that it cannot be cured through the exercise of reasonable diligence within the thirty (30) day cure period, then such thirty (30) day cure period shall be extended to a period as is reasonable (but in no event more than sixty (60) days) to cure such default, provided that the non-performing Party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure; or

(iii) Such Party becomes insolvent, or takes the benefit of any present or future insolvency statute; or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the applicable bankruptcy laws or under any other Applicable Law, or consents to the appointment of a liquidator of all or substantially all of its property; or

(iv) By order or decree of the court such Party is adjudged bankrupt, insolvent, or an order is made approving a petition filed by any of its creditors or by any of its stockholders or partners, seeking its reorganization or the readjustment of its indebtedness under the applicable bankruptcy laws or under any other Applicable Law; or

(v) A petition under any part of the applicable bankruptcy laws or an action under any present or future insolvency law or statute is filed against such Party and is not dismissed or stayed within sixty (60) days after the filing thereof.

(b) If either AEG, on the one hand, or Sponsor, on the other hand, is in default hereunder beyond any applicable grace or cure periods, in addition to all rights and remedies under law, equity or under this Agreement, the other non-defaulting Party shall be entitled to terminate this Agreement upon written notice to the non-defaulting Party. In any action for damages under this Agreement, none of the Parties shall be liable or responsible under any circumstances for any consequential, incidental, indirect or punitive damages, except for any indemnification obligations to another Party, actions for fraud, and damages payable to third parties.

(c) Upon termination of this Agreement in accordance with the terms of this Agreement for any reason, all rights, privileges, and benefits granted to Sponsor under this Agreement shall automatically revert to AEG.

(d) Compliance with Law.

(i) Compliance with Applicable Law. Each Party hereto represents, warrants and agrees that in furtherance of this Agreement: (A) it will act at all times in strict compliance with all Applicable Law in the United States and specifically neither such Party nor owners, members, shareholders, directors, managers, agents, employees, contractors, subcontractors, representatives or associates ("Compliance Group") acting for it will engage in conduct that contravenes any anti-corruption legislation in the U.S. Foreign Corrupt Practices Act; and (B) it and its Compliance Group shall act at all times in connection with this engagement in an ethical manner and in any case have not and shall not pay, give, offer, promise to pay, or authorize the payment or giving of any money or anything of value to any official, officer, representative or other party related to any government (including entities wholly or partly owned or controlled by the government), public international organization, or political party, or any political candidate, for purposes of influencing such official's acts or decisions or to induce such official

to use his or her influence to affect the official decision or actions of others in order to obtain or retain business or any improper advantage. Each Party hereto further represents and warrants that it is familiar with such United States anti-corruption laws.

(ii) Disclosure. Each Party represents, warrants and agrees, except as it otherwise notifies the other Party(ies) in writing, that it has fully disclosed any existing relationships between any of its owners, members, shareholders, directors, managers, agents, employees, contractors, subcontractors, representatives or associates (including any owners, members, shareholders, directors, managers, agents, employees, contractors, subcontractors, representatives or associates of the contractors), as applicable, and any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization). Each Party further represents and warrants that none of its owners, members, shareholders, directors, managers, agents, employees, contractors, subcontractors, representatives or associates (as well as any owners, members, shareholders, directors, managers, agents, employees, contractors, subcontractors, representatives or associates of the contractors) are officials, officers, representatives, or employees of any government or political party or candidates for political office. Each Party agrees to notify the other Party(ies) in writing of any change in this representation.

(iii) Cooperation. In addition to any other rights or remedies available to the Parties hereunder, in the event that any Party has a reason to believe that a breach of any of the representations and warranties set forth in this Agreement has occurred or will occur, such Party shall fully cooperate with the other Party(ies) so that the such other Party(ies) have sufficient information (including copies of any source documentation, diary entries, third party invoices or other evidence) to confirm and verify to the appropriate authorities, if required, and to satisfy itself (or themselves) (and, if required, such authorities), that no breach has occurred.

(iv) Material Breach. Failure by any Party to comply with Applicable Law (including, but not limited to, the U.S. Foreign Corrupt Practices Act or any anti-corruption legislation) as required above will be deemed to be a material breach of this Agreement.

#### 14. MISCELLANEOUS.

(a) Not a Lease or License of the Venue. This Agreement does not constitute a lease or license of any part of the Venue; rather, it represents a contractual obligation of AEG to provide certain advertising and related rights to Sponsor. During and after the Term, AEG will own, subject only to the terms of Section 14(b) herein, all advertising displays and equipment provided by or on behalf of AEG or their Affiliates pursuant to this Agreement and placed at the Venue pursuant to this Agreement.

(b) Signage Costs; Artwork; Production Costs. Except as otherwise set forth in Section 2(b) with respect to changing the Arena Name or as otherwise provided in this Agreement, and with the exception of the Sponsor signage on the Arena roof and the Sponsor signage on the oversize banner on the Arena exterior (as provided for in Exhibit A), which, for the avoidance of doubt, shall be at Sponsor's expense, AEG shall be responsible for all costs of designing, constructing and installing the signage elements to be provided hereunder. The process for the installation of signage shall be as follows: (i) prior to ordering production, Sponsor shall provide AEG with the requisite artwork and specifications, in a form reasonably requested by AEG, for the signage elements to be provided hereunder from time to time, (ii) AEG shall have ten (10) business days to review the form and content of the signage and provide Sponsor with any notes that it deems reasonable and an estimate for installation cost, (iii) once the Parties agree that the form and content of the signage is final, Sponsor shall be responsible for production and shall work with AEG to coordinate installation, and (iv) if Sponsor desires to change the design or

content of its signage elements after such signage elements have been designed, constructed or installed, Sponsor may do so (subject to AEG's approval) but it shall follow this process and pay for any expenses associated with such change. Notwithstanding the other provisions of this Section 14(b), the costs of producing any video features, spots or messages to be exhibited on video monitors and video boards at the Venue on behalf of Sponsor shall be borne by Sponsor. The content and form of all signage to be displayed at the Venue on behalf of Sponsor shall be subject to the written approval of AEG, such approval which is hereby given with respect to all of the signage set forth on Exhibit B and which will not otherwise be unreasonably withheld, delayed or conditioned. Out-of-pocket costs for promotions, client entertainment, and all gifts and prizes provided in promotions and contests which are not specifically included in Exhibit A shall be paid for and provided by the Sponsor. Written request for all promotions, contests and receptions must be presented to AEG thirty (30) days in advance of the desired commencement or event date and are subject to the exclusive and sole discretion of AEG. All signage, artwork, video programming or other materials produced by any Party hereunder in connection with this Agreement shall remain the sole property of the Party which produced such materials (other than any proprietary marks or intellectual property of another Party which may be incorporated therein).

(c) Maintenance and Upkeep. AEG shall cause the Venue to be maintained and operated in a good, clean, tenable and safe repair, order and condition in a manner consistent with other venues of the same size, age and use.

(d) Headings. The descriptive heading of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(e) Entire Agreement; Amendments/Modifications. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and shall become a binding and enforceable Agreement among the Parties hereto and their respective successors (including successors to the Venue) and permitted assigns upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto. No prior verbal or written agreement shall survive the execution of this Agreement. In the event of an alteration, modification or amendment of this Agreement, the alteration, modification or amendment shall be in writing and shall be signed by all Parties in order for the same to be binding upon the Parties.

(f) Assignment.

(i) Assignment by AEG. AEG may transfer its interest in (in whole or in part, by operation of law, or otherwise) whether by security agreement, collateral assignment, or transfer of any other kind (collectively, "Assign") this Agreement or any of its rights under this Agreement, without the prior written consent of Sponsor, to any Person in connection with a sale or transfer of the Venue or the assets or equity of Anschutz Entertainment Group, Inc., as applicable, or the rights to grant the Sponsorship Benefits, as applicable. In connection with any such assignment (each, an "Assignment"), AEG shall require the assignee to be bound by all the terms and provisions, and assume all of the obligations of AEG under, this Agreement from and after the date of such Assignment. Effective as of the date of such Assignment, AEG shall be relieved of any further obligations under this Agreement.

(ii) AEG may sublicense or Assign any of its intellectual property rights arising under this Agreement, without the prior written consent of Sponsor, for purposes of facilitating the use or exploitation thereof for the benefit of AEG as contemplated under this Agreement, provided that no such sublicense or Assignment shall relieve AEG of any of its obligations to Sponsor under this Agreement.

(iii) AEG shall have the right to Assign this Agreement and any or all of its rights under this Agreement, including its right to receive payments from Sponsor under this Agreement, without the prior written consent of Sponsor, to any bank, lending or financing institution, or any other lender; any guarantor or insurer of any financing; or any trustee, collateral agent, fiduciary, or other entity appointed in connection with such financing (each, a "Finance Counterparty") to secure any indebtedness of AEG, including any securitization (each, a "Financing"). If AEG notifies Sponsor of any such Assignment to a Finance Counterparty, then Sponsor shall, if and when requested by any such Finance Counterparty in writing, pay all amounts payable by Sponsor under this Agreement to AEG directly to such Finance Counterparty or designated servicer of any of the foregoing. In connection therewith, Sponsor agrees to provide such further assurances and additional documentation as is reasonably requested by such Finance Counterparty. Sponsor shall accept performance by any Finance Counterparty of any term, covenant, condition, or agreement to be performed by AEG under this Agreement with the same force and effect as though performed by AEG. No AEG Default under this Agreement shall exist or shall be deemed to exist (i) as long as any Finance Counterparty, in good faith, shall have commenced to cure such default within ninety (90) days following receipt of notice of such default and shall be prosecuting the same to completion with reasonable diligence and, in any event, cures such default within one hundred and eighty (180) days; or (ii) if possession of the Arena is required in order to cure such default, or if such default is not susceptible of being cured by a Finance Counterparty, as long as such Finance Counterparty, in good faith, shall have notified Sponsor that such Finance Counterparty intends to institute proceedings under the applicable security instruments, and, in any event, cures such default within one hundred and eighty (180) days.

(g) Assignments by Sponsor. Sponsor shall not assign its interest in this Agreement or any of its rights under this Agreement (including any pass-through of Sponsorship Benefits) without the prior written consent of AEG (which may be given or withheld in its sole discretion); provided that Sponsor may assign all or any portion of its interest in this Agreement to any successor, acquirer, or transferee of Sponsor's business in connection with a merger, corporate restructuring, reorganization, consolidation, or any sale or other transfer of all or substantially all of Sponsor's assets only so long as (i) the assignee assumes in writing for the benefit of AEG all obligations with respect to the rights assigned or transferred to such assignee under this Agreement pursuant to an instrument reasonably satisfactory to AEG, (ii) such Assignment shall not relieve Sponsor of any of its obligations under this Agreement and (iii) the assignee is not engaged in a business which would give rise to a conflict with any of the other Venue sponsors or sponsors of a Tenant (in which case the consent of AEG would be required, which consent may be withheld in AEG's sole discretion).

(h) Notices. All notices and other communications hereunder will be in writing and will be deemed given upon receipt if delivered personally, faxed (receipt of which is confirmed by the person to whom sent) or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice):

(i) If to Sponsor, to:

Pechanga Development Corporation d/b/a Pechanga Resort & Casino  
45000 Pechanga Parkway  
Temecula, CA 92592-9041  
Attn: Bill Anderson, Chief Marketing Officer

with a copy to:

Pechanga Office of the General Counsel  
PO Box 1477  
Temecula, CA 92593  
Attention: Steve Bodmer, General Counsel  
Tel: (951) 770-6170

(ii) If to AEG, to:

AEG Management SD, LLC  
3500 Sports Arena Blvd, San Diego, CA 92001  
Attention: Ernie Hahn  
Tel: (619) 884 4855  
Fax: (619) 224 3010

with a copy to (which shall not constitute notice):

AEG  
800 W. Olympic Blvd,  
Suite 305  
Los Angeles, CA 90015  
Attention: John E. Keenan, III  
Tel: (213) 742-7114  
Fax: (213) 742-7294

(i) Insurance. Sponsor shall at all times during the Term comply with the insurance requirements set forth on Exhibit D attached hereto and incorporated herein by this reference.

(j) Governing Law. This Agreement will be governed by the laws of the State of California without reference to principles of conflicts of laws.

(k) Confidentiality. The Parties shall keep confidential all provisions of this Agreement, and no Party shall disclose any such provision to any third party without first obtaining the prior written consent of the other Parties except: (i) as may be required by any court of competent jurisdiction, governmental agency, or Applicable Law (in such event, the disclosing Party shall (A) notify the other Parties before disclosing any provision of this Agreement as soon as practicable in order to afford such other Parties the opportunity to seek a protective order, and (B) cooperate with the other Parties in any such effort to seek a protective order); (ii) to its accountants, auditors, legal counsel, insurance advisors and underwriters who agree to maintain all provisions of this Agreement in confidence; (iii) to its lenders, potential lenders, investors, potential investors, purchaser or potential purchaser who agree to maintain all provisions of this Agreement in confidence; (iv) to its employees and the employees of its affiliates that have a need to know; and (v) to enforce its rights under this Agreement.

(l) Dispute Resolution.

(i) Except with respect to any Section of this Agreement which provides the Parties with the right to terminate this Agreement, which such Sections shall not be resolved pursuant to this Section, in the event of any dispute, controversy or claim arising under or relating to this Agreement ("Dispute"), the Party claiming the Dispute will give notice to the other Parties setting forth the Dispute. The Parties shall negotiate in good faith for thirty (30) days to resolve such Dispute. If the Parties shall not have resolved such Dispute within such thirty (30) day period, the matter shall be submitted to arbitration in accordance with California Law, in San Diego County, California.

(ii) There shall be one arbitrator selected by the Parties within fifteen (15) days following the respondent's receipt of claimant's notice of arbitration and statement of claim. In the event the Parties are unable to agree within such fifteen (15) day period, any Party may apply to the Judicial Arbitration and Mediation Service ("JAMS") for the appointment of an arbitrator pursuant to the rules of JAMS.

(iii) Within twenty (20) days of the respondent's receipt of the claimant's notice of arbitration and statement of claim, the respondent shall serve the claimant with its statement of defense and any counterclaims. Within twenty (20) days of claimant's receipt of the respondent's statement of defense and counterclaims, the claimant shall serve its statement of defense to any counterclaims or set-offs asserted by the respondent. The arbitrator shall permit and facilitate pre-hearing discovery and exchange of documents and information to which the Parties in writing agree or which the arbitrator determines is relevant to the dispute between the Parties and the desirability of making discovery expeditious and cost effective. All discovery shall be completed within forty-five (45) days from the date on which the respondent communicates its statement of defense and counterclaims, if any, to the claimant. The hearing shall be held no later than ninety (90) days following the selection of the arbitrator. The arbitrator shall make findings of fact and conclusions of law and allocate the costs and expenses of the arbitration, with appropriate interest as determined by the arbitrator. Judgment on any award shall be entered in any court having jurisdiction thereof.

(iv) It is understood and agreed that the Sponsor is a tribally-owned entity of a sovereign tribal government, the sovereignty of which is unaffected by the terms of this Agreement. The Sponsor hereby grants a limited waiver of sovereign immunity and consents to be sued as set forth herein should an action be commenced to determine and enforce the obligations of the Parties under this Agreement, and provided further that the Sponsor's consent to suit is only as to arbitration and court action initiated consistent with this Agreement.

(v) The Sponsor further waives and agrees not to assert any doctrine requiring exhaustion of tribal court remedies prior to either Party proceeding with arbitration, court action or pursuit of injunctive relief.

(vi) Notwithstanding anything in this Agreement to the contrary, each Party acknowledges that the other Party will be irreparably harmed by a continuing breach of Section 8 (Trademarks) and/or Section 14(k) (Confidentiality) and that each Party shall have the right to bring proceedings to enjoin such breach in the United States District Court for the Southern District of California, or in the event the district court cannot accept jurisdiction, the Superior Court of California for San Diego County, subject to this Section 14(l), without commencing binding arbitration; provided, that such right shall not diminish the right of the aggrieved Party to, alternatively, seek or obtain injunctive relief through the arbitration process set forth in this Section 14(l). Sponsor consents to the jurisdiction of such court of competent jurisdiction for purposes of enforcing a grant of injunctive relief against it.

(m) Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own expenses in connection with this Agreement, and the transactions contemplated hereby. Without limiting the generality of the foregoing, Sponsor shall be solely responsible for any commissions owing to third parties (e.g. advertising agencies) engaged by Sponsor in connection with the rights purchased by Sponsor hereunder.

(n) Legal Fees. In the event any legal action is taken under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, cost of suit and all other costs reasonably related to enforcement of its rights under this Agreement.

(o) No Third Party Beneficiaries. Except as explicitly set forth herein with respect to any Financial Counterparty, this Agreement is not intended, and shall not be construed, to create any interests or confer any rights upon any Person other than the Parties.

(p) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable for any reason, the remainder of the terms, covenants, conditions and restrictions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated to the extent the essential purposes of the Parties can be satisfied.

(q) No Offset Rights. Without limiting any rights and remedies of the Parties hereunder, including with respect to the rights under Section 12, all amounts required to be paid to each Party under this Agreement shall be paid to such Party in full and in a timely manner without assertion of any right of offset, counterclaim, withholding, deduction, right of cross-collateralization, or right of reduction.

(r) Consents and Approvals. The Parties hereby expressly acknowledge and agree that, unless otherwise expressly stated to the contrary in this Agreement, all of the consents and approvals that are necessary or required from either AEG or Sponsor hereunder shall not be unreasonably conditioned, delayed, withheld or denied.

(s) Counterparts. This Agreement may be executed in counterparts (which may be delivered manually or electronically), each of which shall be an original, but all of which together shall constitute one and the same agreement. All such counterparts shall be deemed, and shall have the same legal force and effect as, an original counterpart.

(t) Survival. The provisions set forth in Sections 1, 8(f), 9, 12, 13, 14(i) through (z), together with any other provisions of this Agreement that by their terms and nature are intended to survive such expiration or termination, shall survive the expiration or termination of this Agreement.

(u) Waiver. The failure by a Party to exercise any right, power, or option to it under this Agreement, or to insist upon strict compliance with the provisions of this Agreement by the other Parties, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies that may be granted by Applicable Law.

(v) No Inferences. Each Party is represented in this transaction by separate counsel, and the Parties have participated jointly in the negotiation and drafting of this Agreement. If there is an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement. No prior draft of this Agreement, nor any negotiations or proceedings in pursuit of this Agreement, shall be offered or received as evidence to explain, construe, interpret, contradict, or clarify the terms of this Agreement or the intent of the Parties or their counsel.

(w) General Interpretive Principles. Except as otherwise provided in this Agreement or unless the context otherwise requires, (i) the terms defined in Section 1 have the meanings assigned to them in Section 1 and include the plural as well as the singular, (ii) the use of any gender shall be deemed to include the other genders; (iii) accounting terms have the meanings assigned to them in accordance with generally accepted accounting principles, consistently applied; (iv) references to "Sections," "subsections," "paragraphs," and other subdivisions without reference to a document are to designated

Sections, subsections, paragraphs, and other subdivisions of this Agreement; (v) a reference to a subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule also shall apply to paragraphs and other subdivisions; (vi) the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular provision; (vii) the word "including" means "including, but not limited to"; and (viii) the words "not including" mean "excluding only."

(x) Further Assurances. Sponsor and AEG shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments, and documents, and shall take such further actions, as another Party shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(y) Time is of the Essence. With regard to all dates, deadlines, and time periods set forth or referred to in this Agreement, time is of the essence.

15. SUBORDINATION

The provisions of this Agreement and the grant of Sponsorship Benefits hereunder are hereby made subject and subordinate to the terms and conditions of the Operating Sublease and Renewed Sublease (if applicable), any current or future lease, mortgage, deed of trust or any other encumbrance granted by AEG or under which AEG or its affiliates may be operating Venue. If AEG's right to operate the Arena expires or is terminated, according to the terms of such Operating Sublease or Renewed Sublease, current or future lease, mortgage, deed of trust or other encumbrance, without fault on AEG's part, or if AEG's lessor, mortgagor, trustee or beneficiary under such current or future lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this Agreement, AEG shall not be liable to Sponsor in any way.

*[Signatures appear on the following page]*



IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

PECHANGA DEVELOPMENT CORPORATION,  
d/b/a PECHANGA RESORT & CASINO, a tribally  
chartered corporation

By: Christina McMenamin  
Name: CHRISTINA MCMENAMIN  
Title: 1ST VICE PRESIDENT

AEG MANAGEMENT SD, LLC, a Delaware limited  
liability company

By: [Signature]  
Name: ERIC HARRIS  
Title: GM

List of Exhibits

Exhibit A	Naming Rights and Benefits
Exhibit A-1	Licensed AEG Trademarks
Exhibit B	Sponsor Marks
Exhibit C	Sponsor Brand Guidelines
Exhibit D	Sponsor Insurance Requirements

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**Exhibit A**  
**Naming Rights and Benefits**

Beginning on the Commencement Date (unless otherwise specified below) and continuing throughout the Term, Sponsor shall receive the following Sponsorship Benefits, all costs of which are hereby acknowledged to be included in the Fee (unless in connection with any activation by Sponsor (which costs and expenses shall be Sponsor's sole responsibility) or as expressly stated otherwise):

<b>ARENA</b>
--------------

**LOGO & PRINTED MATERIALS:**

- The Arena Mark(s) will be included in all print, television, radio and/or collateral material placed by AEG to promote events at the Arena and the sales of tickets for such events, and upon all formal contracts and agreements with any tenants, event promoters, or other contracting parties related to the use of the Arena
- The Arena Name will be used on all print collateral, communication, media, signage, correspondence, business cards, stationery, etc., produced by AEG, including but not limited to:
  - Marketing brochures, media kits, posters, information decks for all internal and external communications
  - Press releases
  - Step-and-Repeat for press conferences and promotional events (notwithstanding the foregoing, Sponsor acknowledges that some event-promoters, such as but not limited to, the Olympics and the NCAA, may require a non-commercial backdrop)
  - Business cards, letterhead, envelopes, parking passes, employee credentials, event credentials
  - Face of all ticket stock – physical and otherwise
  - Arena employee uniforms (but not the uniforms of third party employees)
  - Website URL and email addresses, social media accounts and handles (collectively, the “Arena Websites”). The rights to the Arena Websites will be owned by Sponsor at all times during the Term. The Arena Websites will be managed by AEG and AEG shall be solely responsible for all costs related to such management of the Arena Websites.

**SIGNAGE:**

Arena Name/Logo:

- Stylized Arena word mark only on backlit sign on top of Sports Arena Boulevard Marquee sign
  - Specifications subject to any terms and conditions imposed by the California Department of Transportation
- Arena Logo on all four (4) sides of the center hung scoreboard
- Arena Logo on downward facing circular sign above center court
- Arena Logo on building at back ramp
- Stylized Arena word mark only on exterior backlit sign at South Entrance (facing Sports Arena Blvd)
- Arena Name/Logo at center court for all basketball games
- Stylized Arena word mark only at center ice for all hockey games
- Arena Logo on all directional signage in the parking lot
- Arena Logo on three (3) backlit parking lot signs
- Arena Logo on all one-hundred twelve (112) venue public entry doors
- Arena Logo on Rules & Regulations signage in parking lot
- Arena Logo on Safety Signage at all four (4) public entrances

**Sponsor Branding:**

- Sponsor Logo/Branding on Arena roof (costs of signage shall be at Sponsor's expense)
- Sponsor Logo/Branding on oversize banner on Arena exterior (costs of signage shall be at Sponsor's expense)
- Sponsor Logo/Branding in rotation on digital Sports Arena Blvd Marquee sign
- Sponsor Logo/Branding on two (2) 10' x 5' static signs on Sports Arena Blvd Marquee sign (one (1) on each side of sign)
- Sponsor Logo/Branding in rotation on digital Box Office Marquee sign
- Sponsor Logo/Branding on one (1) 5' x 5' static sign on Box Office Marquee sign
- Sponsor Logo/Branding on one (1) backlit sign at each public entrance (four (4) total)
- Sponsor Logo/Branding on two (2) backlit static concourse signs
- Sponsor Logo/Branding on four (4) auxiliary scoreboard signage at west end of Arena bowl
- Sponsor Logo/Branding on two (2) press level backlit signs
- Sponsor Logo/Branding on one (1) press entrance window
- Sponsor Logo/Branding on twenty-six (26) outer concourse column wall wraps (branding to appear on pillars between each wall wrap)
- Sponsor Logo/Branding in rotation on sixty (60) concourse flat screen televisions (including up to sixty seconds (:60) of video – no sound)
- Sponsor Logo/Branding on two backlit signs at Guest Services
- Sponsor Logo/Branding on one (1) player tunnel sign
- Sponsor Logo on two-sided backlit sign in Arena Section I

**MARKETING:**

- Sponsor will have a branded banner on all email marketing communications from the Arena, including event announcements, presale announcements, "two-day" emails, thank you emails and newsletters.
  - Content, timing and distribution of communications (including selection and control of databases) to be subject to AEG's discretion
- Sponsor and AEG shall participate in good faith discussions regarding potential mutual marketing opportunities.

**Exhibit A-1**  
**Licensed AEG Trademarks**



A-1-1

AFDOCS/17205267.1

Exhibit B  
Sponsor Marks



**PECHANGA**  
RESORT CASINO<sup>SM</sup>



**PECHANGA**  
RESORT CASINO<sup>SM</sup>

**Exhibit C**  
**Sponsor Brand Guidelines, Standards and Procedures**

C-1

AFDOCS/17205267.1

**Exhibit D**  
**Insurance Requirements for Sponsor**

**A. Coverage.** Without limiting your liability to AEG and the AEG Indemnitees, during the Term, you, at your sole cost and expense, shall carry and maintain insurance coverage and policies reasonably satisfactory to AEG. You shall require each of your subcontractors to adhere to these same requirements or insure the activities of your subcontractors in your insurance policies. You shall be solely responsible for, and required to remedy all, damage or loss to any property caused in whole or in part by you, your subcontractor(s), or anyone employed, directed, or supervised by you. The required insurance coverage shall be issued by an insurance company or companies with a current A.M. Best Company rating of at least A-: VII. The minimum coverage required of you is as follows:

Type of Coverage	Requirements
<b>Commercial General Liability Insurance (occurrence form)</b>	Covering all operations (including products liability, completed operations, liquor liability (for events hosted by Sponsor), personal and advertising injury). This insurance shall be blanket contractual with limits of at least US \$5,000,000 each occurrence and US \$5,000,000 aggregate for broad form property damage and bodily injury (including death). The commercial general liability policy shall include no exclusions or limitations in coverage for punitive damages, abuse/molestation and assault & battery.
<b>Workers' Compensation Insurance</b>	Limits as required by statute in the state(s) where work and/or services are performed and covering all of your employees performing work and/or services in connection with this Agreement.
<b>Employers' Liability Insurance</b>	US \$1,000,000 each accident and each employee for disease.
<b>Automobile Liability Insurance</b>	US \$1,000,000 combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the operation or use of any automobile whether owned, non-owned, hired or leased.
<b>Umbrella/ Excess Liability Insurance</b>	US \$5,000,000 each occurrence / aggregate. The umbrella/excess liability insurance policies must follow form of the primary commercial general liability, automobile liability and employers' liability policies. The umbrella/excess liability insurance policies shall include no exclusions or limitations in coverage for punitive damages, abuse/molestation and assault & battery.

**B. Additional Insured.** The required commercial general liability, automobile liability and umbrella/excess liability insurance policies shall name the AEG Indemnitees and their respective directors, officers and employees as additional insureds via blanket endorsement for both ongoing and completed operations and include contractual liability coverage for the indemnity provisions contained in the Agreement. The additional insured status shall apply to the full limits of liability purchased by you even if those limits of liability are in excess of those required by this Agreement. Your insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits

of the insurer's liability. The policies shall not exclude claims made against the insured by an additional insured.

**C. Certificates of Insurance.** Upon execution of this Agreement and prior to the commencement of any work, or performance pursuant to this Agreement and at least ten (10) days prior to the expiration of each insurance policy, you shall furnish AEG with certificate(s) of insurance evidencing the required insurance coverage and referencing the Agreement. Each certificate will include a provision requiring the insurance carrier to provide directly to AEG at the address shown in the notices section of the Agreement, if any, thirty (30) days advance written notice before any termination, cancellation, or other material change to the policies shown on the certificate takes effect, regardless of whether such action was initiated by you, other insured or the insurance carrier. For avoidance of doubt, a "material change" in the policy shall mean a change that would result in your non-compliance with a material provision of these insurance requirements.

**D. Primacy of Your Coverage.** The insurance coverage and limits you are required to maintain hereunder shall be primary to any insurance coverage maintained by the AEG Indemnitees and their respective directors, officers, and employees which shall be excess and non-contributory. All policies maintained by you must include waivers of subrogation by the insurers in favor of the AEG Indemnitees and their respective directors, officers and employees. You shall require each subcontractor you retain in connection with the work and/or services to be provided under the Agreement to adhere to the same insurance requirements as stated herein and agree in writing to waive any and all rights of subrogation that it may have against the AEG Indemnitees and their respective directors, officers and employees. Your policies of insurance shall all provide for such waivers by endorsement or otherwise, and shall incorporate such waivers on all certificates of insurance.

**E. Insurance Requirements Are Not Limits.** The foregoing requirements and any approval or waiver of said insurance by AEG are not intended to and will not in any manner limit or qualify your liabilities, whether imposed by Applicable Law or assumed pursuant to the Agreement, including but not limited to, the provisions concerning indemnification. AEG in no way warrants that the minimum limits contained herein are sufficient to protect you from liabilities that might arise out of the performance of the work under the Agreement by you or your agents, representatives, employees or subcontractors, and you are free to purchase such additional insurance as may be determined necessary.